

## APPENDIX A

### Description of Property A, B, C and D

For purposes of this Consent Decree, the terms "Property A," "Property B," "Property C" and "Property D" shall mean the following four categories of real property in and near the Site, as shown on the Tax Map for the Township of Edison, Middlesex County, New Jersey (revised Jan. 1, 2004), pages 205-207:

1. Property A: The first category ("Property A") includes the following real property which shall be preserved as Open Space through the Satisfactory Completion of the SEP by Owner Settling Defendants, pursuant to the Consent Decree:

Block 399, Lots 14, 59, 61, 63, 65, 68, 73, 76, 78, 80, 84, 91, 106, 107, and 108.

Block 400, Lots 3-C, 26, 31, 37, 43, 44, 45, 47, 49, 56, 59, 60, 61, 63, 67, 68, 70, and that portion of Lot 46 owned by Filcrest Realty, Inc.

2. Property B: The second category ("Property B") includes the following real property on which wetlands shall be identified, restored and maintained through performance by the WMI Group of the NRD Project, pursuant to the State Decree:

Block 400, Lots 2-A, 3-B, 3-C, 8, 35, 36, 37, 38, 40, 41, 42, 43, 44, 45, 46, 47, 48, 50, 52, 53, 56, 57, 58, 60, and 61.

3. Property C: The third category ("Property C") includes the following real property on which wetlands shall be identified, restored and maintained through the Satisfactory Completion of the WLP by Owner Settling Defendants, pursuant to the Consent Decree:

Block 399, Lots 14, 59, 61, 63, 65, 68, 73, 76, 78, 80, 84, 91, 106, 107, and 108.

Block 400, Lots 26, 31, 49, 59, 63, 67, 68, and 70.

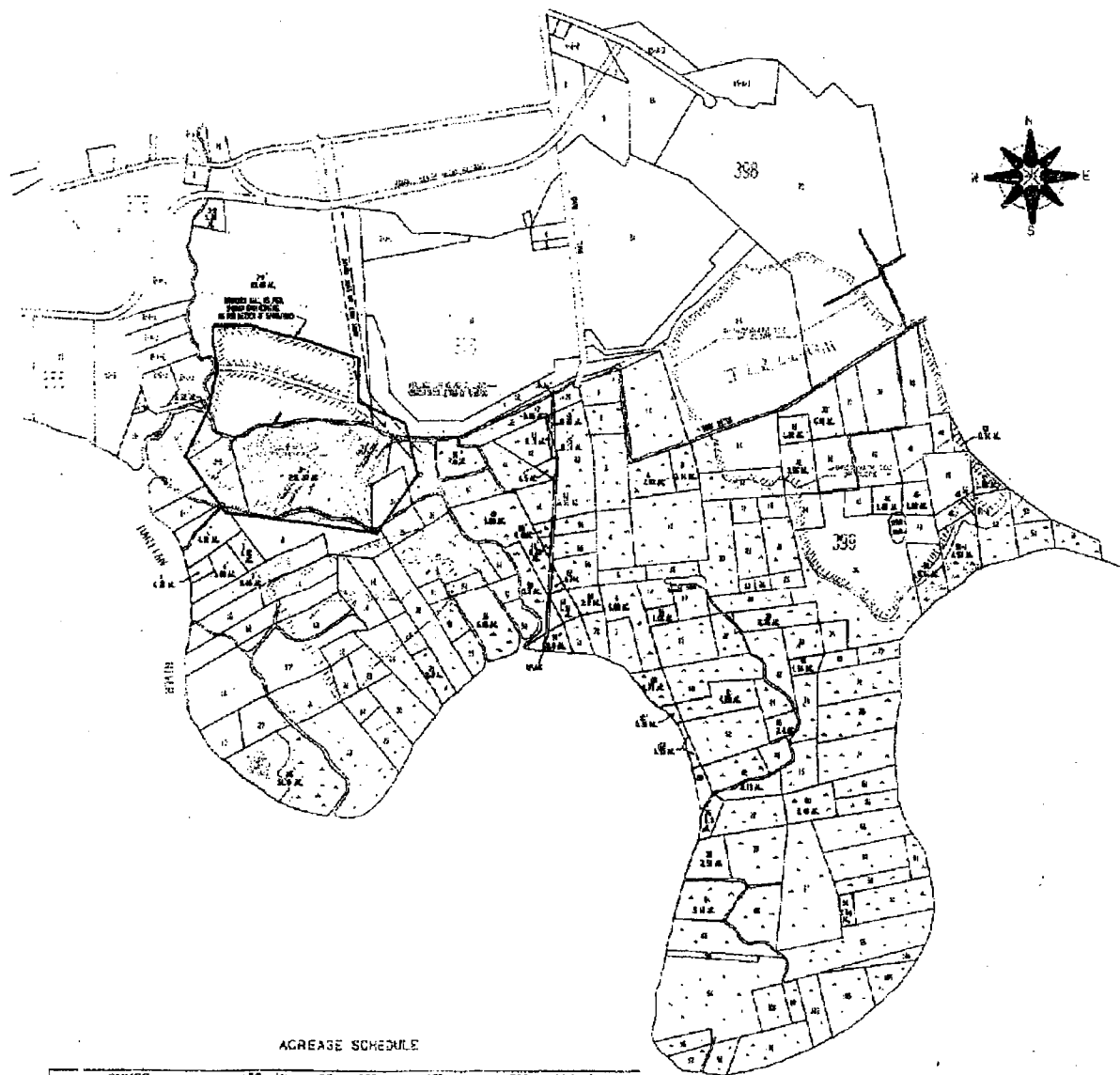
4. Property D: The fourth category ("Property D") includes the following real property which shall be preserved in perpetuity as Open Space, if possible, and on which additional wetlands shall be identified, restored and maintained, if possible, through the Satisfactory Completion of the WLP by Owner Settling Defendants, pursuant to the Consent Decree:

Block 399, Lots 6, 8, 9, 28, 30, 31, 32, 44, 45, 49, 50, 51A, and 55, and all other Lots in Block 399 not owned by Owner Settling Defendants.

Block 400, Lots 69, and 71, Inc., and all other Lots in Block 400 not owned by Owner Settling Defendants, except that the Lots included in the NRD Project (i.e., Block 400 Lots 2-A, 3-B, 8, 35, 36, 38, 40, 41, 42, 48, 50, 52, 53, 57 and 58) shall be subject only to the Open Space provisions, not the wetland restoration provisions, of this Consent Decree.

## **APPENDIX B**

### **Map of Kin-Buc Landfill Superfund Site and Properties A, B, C and D**



GRAPHIC SCALE



NOTE: THIS IS NOT A SURVEYING MAP. THE AREA SHOWN IS NOT A SURVEYED AREA. THE AREA SHOWN IS NOT A SURVEYED AREA. THE AREA SHOWN IS NOT A SURVEYED AREA.

<p><b>HURRY &amp; ASSOCIATES</b> SURVEYING, ENGINEERING AND PLANNING 10000 W. 100TH AVE., SUITE 100, WESTMINSTER, CO. 80031</p>	
<p><b>KIM-BUC LANDFILL</b> TAX MAP OVERLAY</p>	<p><b>WENDE K. KOPPEL, L.S. &amp; P.P.</b> SURVEYOR</p>
<p>CHUCK THOMPSON</p>	<p><b>JOHN E. LUNA, P.E., L.S.</b> SURVEYOR</p>

# ACREAGE SCHEDULE

OWNER	AREA IN WEILANDS	AREA UNDER (LAWFILLES)	AREA REMAINING	TOTAL ACREAGE (AS PER TAX MAP)
KINBUC INC.	25.37 AC.			25.37 AC.
HILTIANAR ASSOCIATES	23.92 AC.	41.95 AC.		65.88 AC.
FILCREST REALTY	90.23 AC.	20.87 AC.	15.76 AC.	130.86 AC.

Prepared by: [Name] Date: [Date]

## **APPENDIX C**

### **Deeds Transferring Title to Property A**

*This Instrument Prepared By:*

\_\_\_\_\_  
Stacy L. Asbell

**DEED**

THIS DEED is made on \_\_\_\_\_, 200 \_\_,

**BETWEEN** KIN-BUC, INC., a New Jersey corporation, having an address at 200 Centennial Avenue, Piscataway, New Jersey 08854, referred to as "Grantor", and the CLEAN LAND FUND, a tax exempt, not-for-profit organization formed pursuant to 26 U.S.C.A. §501(c)(3), incorporated in Rhode Island, having an address at 815 Beacon Hill Road, P.O. Box 725, Block Island, RI 02087, referred to as "Grantee". The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below ("Property") to the Grantee. This transfer is made for the sum of One Dollar (\$1.00). Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Township of Edison, Block No. 400, Lot 3-C.

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the Township of Edison, County of Middlesex and State of New Jersey. The legal description is:

All that certain tract or parcel of land and premises situate, lying and being in the Township of Edison, County of Middlesex and State of New Jersey, and more particularly described on the legal description attached hereto as Exhibit "A" and made a part hereof.

BEING the same property conveyed to the Grantor by Deed from \_\_\_\_\_, dated \_\_\_\_\_ and recorded in the Middlesex County Clerk's Office in Deed Book \_\_\_\_ at Page \_\_\_\_.

SUBJECT TO a right of reversion as set forth in that certain unrecorded CLF Contract,

dated \_\_\_\_\_, as amended from time to time which states that in the event Grantee, known as "CLF" under the CLF Contract, is unable to complete any of the tasks required by the CLF Contract, title to the Property previously conveyed to Grantee shall revert back to the Grantor;

FURTHER SUBJECT TO the rights of access and other obligations as set forth in the Consent Decree filed in the United States District Court for the District of New Jersey, in the action styled "United States et al. v. Chemical Waste Management, Inc., et al., Civil Action No. 02-2077 (the "Federal Consent Decree") and all restrictions on such Property as is set forth in the Conservation Easement from Grantor to Grantee, held in trust for the benefit of its assignee, dated \_\_\_\_\_, and recorded \_\_\_\_\_ in Book \_\_\_, Page \_\_\_ (the "Conservation Easement") which is incorporated in this Deed by reference as if fully set forth herein.

**4. Environmental Conditions Disclosure.** The Property described herein was previously used as a sanitary landfill and a hazardous waste disposal site and has been and remains subject to remediation activities required by the federal government pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. and the State Consent Decree which is referenced at the Paragraph 3.2 in the Conservation Easement. This Deed contains no general or specific warranties with respect to the Property in regard to the environmental conditions that are present or that may result from the prior use of the Property as a sanitary landfill and hazardous waste disposal site.

**5. No Extinguishment through Merger.** The parties acknowledge that pursuant to the Federal Consent Decree, Grantor has previously granted to Grantee, in trust for the benefit of its assignee, the Conservation Easement. It is the express intention of the parties that: (i) in view of the public interest in its enforcement, the Conservation Easement shall survive such simultaneous ownership of fee and Conservation Easement interests in the Property, and shall not be extinguished notwithstanding any otherwise applicable legal doctrine under which such property interests would or might be merged, and (ii) said Grantee shall, as promptly as practicable, either assign its interests in the Conservation Easement to an EPA-approved Conservation Organization or governmental entity, or convey its fee interest in the Property to an EPA-approved Conservation Organization or governmental entity, in accordance with the requirements of the Federal Consent Decree, the CLF Contract and the Conservation Easement. Any instrument of transfer of this Deed or the rights conveyed herein shall refer to the provisions of this paragraph, and shall contain language necessary to continue it in force.

6. **Signatures.** This Deed is signed and attested to by Grantor as of the date first above written.

**WITNESS/ATTEST:**

\_\_\_\_\_

**WITNESS/ATTEST:**

\_\_\_\_\_

**GRANTOR:**

KIN-BUC, INC.,  
a New Jersey corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE:**

- CLEAN LAND FUND

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF

:

:SS.

COUNTY OF

:

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned witnessing authority, personally appeared \_\_\_\_\_, who, I am satisfied is the person who signed the within instrument as the \_\_\_\_\_ of KIN-BUC, INC., a New Jersey corporation, and, thereupon he/she did acknowledge that he/she (i) signed and delivered such instrument as his/her act and deed and as the act and deed of the corporation, pursuant to a Resolution of the Board of Directors of the corporation, for the uses and purposes therein expressed and (ii) made this deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public

My commission expires:

[SEAL]

**EXHIBIT A**

**(Legal Description)**

<p>DEED</p> <p>Kin-Buc, Inc.</p> <p>Grantor,</p> <p>TO</p> <p>Clean Land Fund</p> <p>Grantee.</p>	<p><i>Dated:</i> _____, _____</p> <p><i>Record and return to:</i></p>
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112435.00100/11386349v6

#685472-v1;STONE1

6. **Signatures.** This Deed is signed and attested to by Grantor as of the date first above written.

**WITNESS/ATTEST:**

\_\_\_\_\_

**WITNESS/ATTEST:**

\_\_\_\_\_

**GRANTOR:**

KIN-BUC, INC.,  
a New Jersey corporation

By: \_\_\_\_\_

Name: ANDREW J MAYRA JR

Title: VP

**GRANTEE:**

CLEAN LAND FUND

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF New Jersey :  
COUNTY OF Middlesex :SS.

BE IT REMEMBERED that on this 29<sup>th</sup> day of December, 2004, before me, the undersigned witnessing authority, personally appeared Andrew Mayer, who, I am satisfied is the person who signed the within instrument as the VP of KIN-BUC, INC., a New Jersey corporation, and, thereupon he/she did acknowledge that he/she (i) signed and delivered such instrument as his/her act and deed and as the act and deed of the corporation, pursuant to a Resolution of the Board of Directors of the corporation, for the uses and purposes therein expressed and (ii) made this deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public

My commission expires:

[SEAL]

6. **Signatures.**  
above written.

This Deed is signed and attested to by Grantor as of the date first

**WITNESS/ATTEST:**

\_\_\_\_\_

**WITNESS/ATTEST:**

\_\_\_\_\_

**GRANTOR:**

KIN-BUC, INC.,  
a New Jersey corporation

By: \_\_\_\_\_

Name: ANDREW J MAYLE JR

Title: VP

**GRANTEE:**

CLEAN LAND FUND

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF New Jersey :  
COUNTY OF Middlesex :SS.

BE IT REMEMBERED that on this 29<sup>th</sup> day of December, 200 4, before me, the undersigned witnessing authority, personally appeared Andrew Mayen, who, I am satisfied is the person who signed the within instrument as the VP of KIN-BUC, INC., a New Jersey corporation, and, thereupon he/she did acknowledge that he/she (i) signed and delivered such instrument as his/her act and deed and as the act and deed of the corporation, pursuant to a Resolution of the Board of Directors of the corporation, for the uses and purposes therein expressed and (ii) made this deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public

My commission expires:

[SEAL]

WITNESS/ATTEST:

GRANTEE:

CLEAN LAND FUND

By:

Name:

WILLIAM J. PENN

Title:

PRESIDENT

STATE OF New York :  
 :SS.  
COUNTY OF New York :

BE IT REMEMBERED that on this 22 day of Dec., 2004, before me, the undersigned witnessing authority, personally appeared William J. Rapp, who, I am satisfied is the person who signed the within instrument as the President of CLEAN LAND FUND, a non-profit corporation incorporated in the State of Rhode Island, and, thereupon he/she did acknowledge that he/she (i) signed and delivered such instrument as his/her act and deed and as the act and deed of the corporation, pursuant to a Resolution of the Board of Directors of the corporation, for the uses and purposes therein expressed and (ii) made this deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public

My commission expires:

[SEAL]

*This Instrument Prepared By:*

\_\_\_\_\_  
Stacy L. Asbell

**DEED**

THIS DEED is made on \_\_\_\_\_, 200\_\_\_\_,

**BETWEEN** FILCREST REALTY, INC., a New Jersey corporation, having an address at c/o Transtech Industries, Inc., 200 Centennial Avenue, Piscataway, NJ 08854, referred to as "Grantor", and the CLEAN LAND FUND, a tax exempt, not-for-profit organization formed pursuant to 26 U.S.C.A. §501(c)(3), incorporated in Rhode Island, having an address at 815 Beacon Hill Road, P.O. Box 725, Block Island, RI 02087, referred to as "Grantee". The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

**1. Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below ("Property") to the Grantee. This transfer is made for the sum of One Dollar (\$1.00). Grantor acknowledges receipt of this money.

**2. Tax Map Reference.** (N.J.S.A. 46:15-1.1) Township of Edison: (1) Block No. 399, Lots Nos. 14, 59, 61, 63, 65, 68, 73, 76, 78, 80, 84, 91, 106, 107, & 108; and (2) Block 400; lots 26, 31, 37, 43, 44, 45, 47, 49, 56, 59, 60, 61, 63, 67, 68, 70 and a portion of lot 46.

**3. Property.** The Property consists of the land and all the buildings and structures on the land in the Township of Edison, County of Middlesex and State of New Jersey. The legal description is:

All that certain tract or parcel of land and premises situate, lying and being in the Township of Edison, County of Middlesex and State of New Jersey, and more particularly described on the legal description attached hereto as Exhibit "A" and made a part hereof.

BEING the same property conveyed to the Grantor by Deed from Josephine Al Ibrahim and Mustafa Al Ibrahim, dated March 14, 1969 and recorded in the Middlesex County Clerk's Office in Deed Book 2654 at Page 452.

SUBJECT TO a right of reversion as set forth in that certain unrecorded CLF Contract, dated \_\_\_\_\_, as amended from time to time which states that in the event Grantee, known as "CLF" under the CLF Contract, is unable to complete any of the tasks required by the CLF Contract, title to the Property previously conveyed to Grantee shall revert back to the Grantor;

FURTHER SUBJECT TO the rights of access and other obligations as set forth in the Consent Decree filed in the United States District Court for the District of New Jersey, in the action styled "United States et al. v. Chemical Waste Management, Inc., et al., Civil Action No. 02-2077 (the "Federal Consent Decree") and all restrictions on such Property as is set forth in the Conservation Easement from Grantor to Grantee, held in trust for the benefit of its assignee, dated \_\_\_\_\_, and recorded \_\_\_\_\_ in Book \_\_\_, Page \_\_\_ (the "Conservation Easement") which is incorporated in this Deed by reference as if fully set forth herein.

**4. Environmental Conditions Disclosure.** The Property described herein was previously used as a sanitary landfill and a hazardous waste disposal site and has been and remains subject to remediation activities required by the federal government pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. and the State Consent Decree which is referenced at the Paragraph 3.2 in the Conservation Easement. This Deed contains no general or specific warranties with respect to the Property in regard to the environmental conditions that are present or that may result from the prior use of the Property as a sanitary landfill and hazardous waste disposal site.

**5. No Extinguishment through Merger.** The parties acknowledge that pursuant to the Federal Consent Decree, Grantor has previously granted to Grantee, in trust for the benefit of its assignee, the Conservation Easement. It is the express intention of the parties that: (i) in view of the public interest in its enforcement, the Easement shall survive such simultaneous ownership of fee and Easement interests in the Property, and shall not be extinguished notwithstanding any otherwise applicable legal doctrine under which such property interests would or might be merged, and (ii) said Grantee shall, as promptly as practicable, either assign its interests in the Easement to an EPA-approved Conservation Organization or governmental entity, or convey its fee interest in the Property to an EPA-approved Conservation Organization or governmental entity, in accordance with the requirements of the Federal Consent Decree, the CLF Contract and the Conservation Easement. Any instrument of transfer of this Deed or the rights conveyed herein shall refer to the provisions of this paragraph, and shall contain language necessary to continue it in force. p

6.     **Signatures.**     This Deed is signed and attested to by Grantor as of the date first above written.

**WITNESS/ATTEST:**

\_\_\_\_\_

**WITNESS/ATTEST:**

\_\_\_\_\_

**GRANTOR:**

FILCREST REALTY, INC.,  
a New Jersey corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE:**

CLEAN LAND FUND

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

STATE OF :  
 :SS.  
COUNTY OF :

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned witnessing authority, personally appeared \_\_\_\_\_, who, I am satisfied is the person who signed the within instrument as the \_\_\_\_\_ of FILCREST REALTY, INC., a New Jersey corporation, and, thereupon he/she did acknowledge that he/she (i) signed and delivered such instrument as his/her act and deed and as the act and deed of the corporation, pursuant to a Resolution of the Board of Directors of the corporation, for the uses and purposes therein expressed and (ii) made this deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public

My commission expires:

[SEAL]

**EXHIBIT A**  
**(Legal Description)**

<p>DEED</p> <p>Filcrest Realty, Inc.</p> <p>Grantor,</p> <p>TO</p> <p>Clean Land Fund</p> <p>Grantee.</p>	<p><i>Dated:</i> _____, _____</p> <p><i>Record and return to:</i></p>
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6. **Signatures.** This Deed is signed and attested by Grantor as of the date first above written.

**WITNESS/ATTEST:**

**GRANTOR:**

FILCREST REALTY, INC.,  
a New Jersey corporation

By: \_\_\_\_\_  
Name: ANDREW J. MATHER, JR.  
Title: VP

**WITNESS/ATTEST:**

**GRANTEE:**

CLEAN LAND FUND

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF New Jersey :  
COUNTY OF Middlesex :SS.

BE IT REMEMBERED that on this 29<sup>th</sup> day of Dec, 2004, before me, the undersigned witnessing authority, personally appeared Andrew Mayer, who, I am satisfied is the person who signed the within instrument as the VP of FILCREST REALTY, INC., a New Jersey corporation, and, thereupon he/she did acknowledge that he/she (i) signed and delivered such instrument as his/her act and deed and as the act and deed of the corporation, pursuant to a Resolution of the Board of Directors of the corporation, for the uses and purposes therein expressed and (ii) made this deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

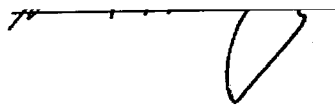
\_\_\_\_\_  
Notary Public

My commission expires:

[SEAL]

WITNESS/ATTEST:





GRANTEE:

CLEAN LAND FUND

By:

Name: WILLIAM J. PRINN

Title: PRESIDENT

STATE OF New York :  
 :SS.  
COUNTY OF New York :

BE IT REMEMBERED that on this 22 day of Dec., 2004, before me, the undersigned witnessing authority, personally appeared William S Penn, who, I am satisfied is the person who signed the within instrument as the President of CLEAN LAND FUND a non-profit corporation incorporated in the State of Rhode Island, and, thereupon he/she did acknowledge that he/she (i) signed and delivered such instrument as his/her act and deed and as the act and deed of the corporation, pursuant to a Resolution of the Board of Directors of the corporation, for the uses and purposes therein expressed and (ii) made this deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public

My commission expires:

[SEAL]

## **APPENDIX D**

### **Kin-Buc Wetland Restoration and Land Management Project Statement of Work ("WLP SOW")**

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## APPENDIX D

### KIN-BUC WETLANDS RESTORATION AND LAND MANAGEMENT PROJECT STATEMENT OF WORK

#### I. INTRODUCTION

1. This Kin-Buc Wetlands Restoration and Land Management Project Statement of Work ("WLP SOW") more fully describes those actions that must be performed by Owner Settling Defendants in order to comply with Section VIII of the body of the Consent Decree ("Additional Relief"). In the event of a conflict between this WLP SOW and the body of the Consent Decree, the Consent Decree shall control. Unless otherwise expressly provided for herein, terms used in this WLP SOW, which are defined in CERCLA or in regulations promulgated under CERCLA, or in the Consent Decree shall have the meaning assigned to them therein. Unless otherwise expressly provided, the term Paragraph shall mean a portion of this WLP SOW identified by an Arabic numeral or an upper or lower case letter.

2. Owner Settling Defendants are jointly and severally obligated to attain Satisfactory Completion of each task and action (collectively, "Actions") described in this WLP SOW, subject to Section XI (Force Majeure) of the body of the Consent Decree. Owner Settling Defendants may use contractors or consultants, including the Clean Land Fund, a tax exempt not-for-profit organization under Section 501(c)(3) of the Internal Revenue Code incorporated in Rhode Island, with principal offices currently located at 815 Beacon Hill Road, P.O. Box 725, Block Island, RI 02807 ("CLF"), as their agents to implement all or a portion of the WLP.

3. Prior to execution of the Consent Decree, Owner Settling Defendants prepared Conservation Easements covering all of Property A (as defined in Paragraph 3(y) of the body of the Consent Decree), attached to the Consent Decree as Appendix E ("Conservation Easements"), which run with the land and prohibit all development on Property A in perpetuity, subject to certain exceptions as specified therein.

4. Prior to execution of the Consent Decree, Owner Settling Defendants proposed, and EPA approved, CLF as a Conservation Organization qualified and willing to acquire, and to monitor and ensure compliance with, the Conservation Easements ("Easement Holder").

5. Prior to execution of the Consent Decree, Owner Settling Defendants granted the Conservation Easements to CLF to hold in trust for the benefit of CLF's assignee. Owner Settling Defendants, CLF, and the EPA acknowledge and agree that CLF intends to transfer these Conservation Easements to a different Conservation Organization, qualified and willing to acquire, and to monitor compliance with, the Conservation Easements, ("Easements Holder"). Owner Settling Defendants or their agent, CLF, shall have one hundred twenty (120) days from the date of entry of the Consent Decree to locate and propose such a substitute conservation organization to the EPA. The EPA will review and consider such proposed substitute Conservation Organizations and advise Owner Settling Defendants and their agent, CLF, of its decision to approve or disapprove such organization. If it approves, CLF shall transfer the Conservation Easement to such organization. If it disapproves, CLF shall continue to retain the Conservation Easement and shall submit another proposed Conservation Organization within ninety days (90) thereafter. Until such substitute is found and approved, or, the final conveyance is completed, CLF shall continue to retain the Conservation Easement.

6. Prior to execution of the Consent Decree, Owner Settling Defendants conveyed title to Property A to the CLF. EPA determined that, at the time of the conveyance of Property A, CLF was a Conservation Organization qualified to accept and hold title to Property A, in accordance with the SEP and WLP provisions of the Consent Decree ("Interim Titleholder") utilizing the deeds attached to the Consent Decree as Appendix C.

7. Prior to execution of the Consent Decree, Owner Settling Defendants entered into a contract with CLF, attached to the Consent Decree as Appendix F ("CLF Contract). The CLF Contract specifically provides that the United States is a third-party beneficiary thereto with all of the enforcement rights of any Owner Settling Defendant. The CLF Contract also provides that the WMI Group is a limited third-party beneficiary thereof with limited enforcement rights, as specified therein.

8. As provided by the Consent Decree, including this WLP SOW, Owner Settling Defendants are required, among other things, to attain Satisfactory Completion of the following in accordance with the specifications and schedules provided for in the Consent Decree:

a. Conveyance of title to Property A, and development rights therein, to CLF;

b. Payments to CLF into an interest bearing restricted account (the "WLP Restricted Account"), pursuant to Sections VII (Supplemental Environmental Project) and VIII (Additional Relief) of the body of the Consent Decree;

c. Entry into an EPA-approved contract with CLF or EPA approved substitute;

- d. Enforcement of the CLF Contract in the event of a breach by CLF pursuant to Paragraph 25 of this WLP SOW;
- e. The taking of steps to obtain a substitute for CLF in the event that enforcement efforts are unsuccessful, as required by Paragraphs 26 through 28 of this WLP SOW;
- f. Through their agent, CLF or an EPA-approved substitute, preparation of an Open Space Land Management Plan ("OSLMP");
- g. Through their agent, CLF or an EPA-approved substitute, preparation and implementation of an Initial Financing Plan;
- h. Through their agent, CLF or an EPA-approved substitute, preparation and implementation of a Final Financing Plan and, to the greatest extent possible, a Wetland Restoration Plan ("WRP");
- i. Through their agent, CLF or an EPA-approved substitute, expenditure of \$83,000 to \$98,000 according to Paragraph 18 of the body of the Consent Decree in Eligible WLP Costs; and
- j. Through their agent, CLF or an EPA-approved substitute, preparation of reports and certifications as required by the Consent Decree and this WLP SOW.

9. If, after Owner Settling Defendants take the steps required by Paragraph 25 of this WLP SOW, to enforce the Contract between Owner Settling Defendants and CLF attached to the Consent Decree as Appendix F ("CLF Contract") in the event of a breach by CLF, and the steps required by Paragraphs 26 through 28 of this WLP SOW to find a substitute for CLF in the event such attempts to enforce the CLF Contract have been unsuccessful, Owner Settling Defendants

are nevertheless unable to locate a qualified organization approved by EPA willing to act as such a substitute as determined by EPA, then Owner Settling Defendants shall not be required:

- a. to substitute themselves, in whole or in part, for CLF to complete the tasks required exclusively of CLF pursuant to the CLF Contract; or
- b. to act as a guarantor of the performance of the tasks required exclusively of CLF pursuant to the CLF Contract.

II. Wetland Restoration and Land Management Project (WLP)

10. Task 1: Open Space Land Management Plan (OSLMP). Within six (6) months after entry of the Consent Decree, Owner Settling Defendants or their agent CLF shall submit to EPA a proposed OSLMP for all property within Property A, as that term is defined in Paragraph 3(y) of the body of the Consent Decree. Owner Settling Defendants or their agent CLF shall, if possible, obtain the agreement of owners of lots in Property D to be included in the OSLMP. If this agreement is obtained, Owner Settling Defendants or their agent CLF shall include such lots in the OSLMP.

- a. The OSLMP shall consist of three major components:
  - i. an inventory of the flora and fauna existing on, and in the immediate vicinity of, the subject property;
  - ii. a plan for the stewardship of the flora and fauna on the subject property; and
  - iii. a plan for public access rights and restrictions with respect to the subject property.

b. The OSLMP shall be consistent in all respects with the other provisions of the Consent Decree, including the Conservation Easements, the other Appendices thereto, and any modifications thereof.

c. Community Outreach Program

i. Owner Settling Defendants or their agent CLF, shall develop the OSLMP through a community outreach program ("Community Outreach Program").

ii. The goal of the Community Outreach Program is to enfranchise all stakeholders in the open space management planning process, including local community and environmental organizations, local property owners, local chambers of commerce, local, state and federal governments, including without limitation officials of the New Jersey Department of Environmental Protection and the Township of Edison, New Jersey, and other affected citizens, corporations and organizations (collectively, "Stakeholders"), and to obtain the financial and other support of such Stakeholders in the design and implementation of the OSLMP.

iii. Through the Community Outreach Program, Owner Settling Defendants, or their agent CLF, shall:

(a) within thirty (30) days after execution of the Consent Decree, contact authorized representatives of all Stakeholders, in accordance with the criteria for community involvement and notification in EPA's guidance document, entitled "Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup Grants," dated September 2004 (Document No. EPA-560-F-04-253, available at [www.epa.gov/brownfields](http://www.epa.gov/brownfields));

(b) inform all of the Stakeholders of the nature and purpose of the SEP and of the WLP; and

(c) solicit and record all Stakeholders' opinions on the nature and extent of public access, passive recreation and land management on Property A and, if possible, Property D. Such solicitation may be done through phone calls, notices in local newspapers, and public meetings. Owner Settling Defendants or their agent CLF shall make initial contacts with all Stakeholders within thirty (30) days of the execution of the Consent Decree.

d. Owner Settling Defendants or their agent CLF shall submit the proposed OSLMP to EPA for its review.

e. EPA will review the proposed OSLMP, and any modification thereof, submitted by Owner Settling Defendants or their agent CLF and notify Owner Settling Defendants or their agent CLF in writing whether it: (1) approves the OSLMP or modification without (further) modifications; (2) approves the OSLMP or modification with (further) modifications; or (3) disapproves the OSLMP or modification altogether.

f. If EPA approves the OSLMP, or any modification thereof, with (further) modifications, EPA may make such modifications itself and notify Owner Settling Defendants or their agent CLF thereof, or EPA may direct Owner Settling Defendants or their agent CLF to submit proposed modifications in accordance with EPA instructions, which Owner Settling Defendants or their agent CLF shall do within thirty (30) days after receipt thereof. Any such modification of the OSLMP shall be implemented only after the prior written approval of EPA.

g. If EPA disapproves a proposed OSLMP or proposed modification thereof, submitted by Owner Settling Defendants or their agent CLF, EPA may draft a new OSLMP or modification and provide a copy thereof to Owner Settling Defendants or their agent CLF, or

EPA may direct Owner Settling Defendants or their agent CLF to submit a new proposed OSLMP or modification in accordance with EPA instructions which Owner Settling Defendants or their agent CLF shall do within thirty (30) days of receipt thereof. Any such new OSLMP or modification shall be implemented only after the prior written approval of EPA.

h. Within 20 days after the exchange of documents to which reference is made in this Paragraph 10, between EPA and Owner Settling Defendants or their agent CLF, Owner Settling Defendants or their agent CLF shall provide copies thereof to the WMI Group.

i. Owner Settling Defendants or their agent CLF shall implement the OSLMP, including any EPA-approved modification thereof, in accordance with the schedule set forth therein, subject to Section XI (Force Majeure) of the body of the Consent Decree and subject to receiving funding therefor through implementation of the Initial Financing Plan.

j. Preservation of Property D. If in the course of implementing this WLP SOW, or at any other time, Owner Settling Defendants or their agent CLF acquire title to all or a portion of Property D, then Owner Settling Defendants or their agent CLF shall ensure that such property is preserved as Open Space through the recording and granting to an EPA-approved Conservation Organization of a Conservation Easement, running with the land, preventing, *inter alia*, development and certain other uses of such property in perpetuity. Such Conservation Easement shall be in substantially the same form as the Conservation Easements attached to the Consent Decree as Appendix E. Owner Settling Defendants or their agent CLF shall ensure that title to such property is conveyed to at least one other Conservation Organization or government agency approved by EPA, pursuant to Paragraph 13, below.

11. Task 2: Financing Plans

a. Initial Financing Plan. Within six (6) months after execution of the Consent Decree, Owner Settling Defendants or their agent CLF shall submit to EPA a proposed initial plan for financing which shall include financing of (1) the wetland maintenance on Lots 49, 59, and 70 in Block 400 pursuant to the Consent Decree as described in Paragraph 11(i) below, (2) the implementation of the OSLMP, and (3) the preparation of the Wetlands Restoration Plan ("WRP"). The Initial Financing Plan will not include funding for the implementation of the Wetlands Restoration Plan which shall be provided by the Final Financing Plan. At a minimum, the Initial Financing Plan shall:

- i. identify potential sources of funding from governmental grant programs, philanthropic foundations, and in-kind service providers;
- ii. identify dollar amounts to be applied for;
- iii. describe the strategy for obtaining such funding; and
- iv. set forth a schedule for making formal requests for such funding from each potential source.

b. Final Financing Plan. Within twelve (12) months after entry of the Consent Decree, Owner Settling Defendants or their agent CLF shall submit to EPA a proposed final plan for financing the implementation and maintenance of the WRP ("Final Financing Plan"). At a minimum, the Final Financing Plan shall:

- i. identify potential sources of funding from governmental grant programs, philanthropic foundations, and in-kind service providers;
- ii. identify dollar amounts to be applied for;
- iii. describe the strategies for obtaining such funding; and

iv. set forth a schedule for making formal requests for such funding from each potential source.

c. Owner Settling Defendants or their agent CLF shall submit the proposed Initial Financing Plan and Final Financing Plan (collectively, "Financing Plans"), and any proposed modification thereof, to the EPA for its review to ensure that such plan includes the components listed in Paragraphs a. and b. immediately above.

d. EPA will review the proposed Initial Financing Plan and Final Financing Plan (collectively, "Financing Plans"), and any proposed modification thereof, submitted by Owner Settling Defendants or their agent CLF and notify Owner Settling Defendants in writing whether it: (1) approves the Financing Plan or modification without further modifications; (2) approves the Financing Plan or modification with further modifications; or (2) disapproves the Financing Plan or modification altogether.

e. If EPA approves the Financing Plan, or any modification thereof, with (further) modifications, EPA may make such modifications itself and notify Owner Settling Defendants or their agent CLF thereof, or EPA may direct Owner Settling Defendants or their agent CLF to submit proposed modifications in accordance with EPA instructions, which Owner Settling Defendants or their agent CLF shall do within thirty (30) days after receipt thereof. Any such modification of the Financing Plan shall be implemented only after the prior written approval of EPA.

f. If EPA disapproves a proposed Financing Plan or proposed modification thereof, submitted by Owner Settling Defendants or their agent CLF, EPA may draft a new Financing Plan or modification and provide a copy thereof to Owner Settling Defendants or their

agent CLF, or EPA may direct Owner Settling Defendants or their agent CLF to submit a new proposed Financing Plan or modification in accordance with EPA instructions which Owner Settling Defendants or their agent CLF shall do within thirty (30) days of receipt thereof. Any such new Financing Plan or modification shall be implemented only after the prior written approval of EPA.

g. Within 20 days after the exchange of documents to which reference is made in this Paragraph 11, between EPA and Owner Settling Defendants, Owner Settling Defendants or their agent CLF shall provide copies thereof to the WMI Group.

h. Owner Settling Defendants or their agent CLF shall implement the Financing Plans, including any EPA-approved modification thereof, in accordance with the schedules set forth therein, subject to Section XI (Force Majeure) of the body of the Consent Decree.

i. Any funds raised to perform the WLP shall be placed in the WLP Restricted Account and shall be used exclusively for the preparation and implementation of the WLP; provided, however, the first \$20,000 of such funds including any Net Sales Proceeds from the Sale of Property A, shall be spent exclusively on the maintenance of wetlands in Block 400, Lots 49, 59, and 70, pursuant to the Consent Decree, unless otherwise approved in writing by EPA.

j. The WMI Group shall make an additional payment of \$5000 to CLF which CLF shall deposit in the WLP Restricted Account, in the event that:

i. the first \$15,000 of such \$20,000 is raised after the fall of 2005 but in time to finance the performance of such wetland maintenance in the fall of 2006, and Owner

Settling Defendants or their agent CLF actually performs such wetland maintenance in the fall of 2006; or

ii. the Army Corps of Engineers ("ACOE") commits, before September 1, 2006, to perform such wetland maintenance in 2006, 2007, 2008 and 2009, and actually performs such wetland maintenance in the fall of 2006.

k. The WMI Group shall make an additional payment of \$10,000 to CLF which CLF shall deposit in the WLP Restricted Account, in the event that:

i. the first \$25,000 of funds raised by or on behalf of Owner Settling Defendants or their agent CLF is raised on or before September 1, 2005, and CLF deposits such funds in the WLP Restricted Account for use exclusively in performing such wetland maintenance, and actually performs such wetland maintenance in the fall of 2005; or

ii. the ACOE commits, before September 1, 2005, to perform such wetland maintenance in 2005, 2006, 2007, 2008 and 2009, and actually performs such wetland maintenance in the fall of 2005.

l. Paragraphs II.11.j and II.11.k do not require the WMI Group to make additional payments to CLF in excess of \$10,000. Any additional payment to CLF by the WMI Group shall be spent on Eligible WLP Costs.

m. In the event that the United States decides not to move the Court for entry of the Consent Decree, or that the Court denies such a motion to enter, all funds remaining in the WLP Restricted Account shall be returned to the donors thereof, in amounts proportionate to those donors' relative contributions to the account.

12. Task 3: Wetland Restoration Plan (WRP)

a. Within eighteen (18) months after entry of the Consent Decree, Owner Settling Defendants or their agent CLF shall submit to EPA a comprehensive Wetlands Restoration Plan ("WRP") for Property C and, if possible, Property D (defined in Paragraph 3(y) of the body of the Consent Decree). The Parties acknowledge and agree that the ability of Owner Settling Defendants or their agent CLF to obtain funding and the cooperation of other persons that own land within Property D may affect the nature and completeness of the WRP as it applies to such land. Nevertheless, Owner Settling Defendants or their agent CLF shall include Property D within the WRP to the greatest extent possible.

b. The goal of the WRP shall be to permanently restore all wetlands (except for those wetlands included in the WMI Group's NRD Project), initially in and on Property C and, if possible, Property D by, among other things, identifying, restoring, maintaining and making self-sustaining all historic and current wetlands on Property C and, if possible, Property D.

c. The means to achieve that goal shall include, without limitation, removing phragmites and other invasive species, regularly applying herbicides and/or taking other measures to prevent such invasive species from recolonizing, and systematically planting spartina to the extent necessary to ensure its sustainable recolonization, in accordance with the definition of "self-sustaining" in Paragraph 15 of the body of the Consent Decree. The Parties recognize that such recolonization may not be self-sustaining without a revision in site topography and hydrology that creates an aquatic environment with cyclic inundation and slow drainage.

d. The WRP shall include a feasibility study to determine the means necessary to achieve a self-sustaining wetland ecosystem on Property C and, if possible, Property D ("Feasibility Study").

e. The WRP shall include plans and schedules for the implementation of all investigation, design, construction and maintenance tasks required for completion of the restoration of all wetlands on Property C and, if possible, Property D. Such tasks shall include:

i. Investigation

(a) a survey and delineation of all wetland and upland areas within Property C and, if possible, Property D;

(b) the depiction of such wetland and upland areas on a map of Property C and, if possible, Property D drawn to scale;

(c) the identification and description of the current condition of such wetlands and the requirements (if any) for the restoration thereof;

(d) the identification and description of any necessary modifications to the area's hydrology and topography.

ii. Design

(a) detailed descriptions of all tasks to be performed in order to permanently restore all wetlands within Property C and, if possible, Property D, including without limitation the removal of phragmites and other invasive species, the regular application of herbicides, the systematic planting of spartina to the extent necessary for its sustainable recolonization, and, if necessary, the taking of other measures, including modification of the area's topography and/or hydrology, to prevent such invasive species from recolonizing;

(b) detailed descriptions of all tasks to be performed in order to improve and extend the nature walk along the portion of Property C and, if possible, Property D that abuts or is in close proximity to the Raritan River;

(c) the identification and description of any additional plans, reports, or other deliverables to be submitted to EPA for its review and approval in order to facilitate completion of the WRP; and

(d) a schedule for completion of all tasks, plans and reports identified under (1), (2) and (3) above, including interim dates.

(e) Identification of the permits required for the Satisfactory Completion of the WRP, and their sources (e.g., federal, state, or local governmental agencies or entities).

iii. Construction

(a) obtaining all necessary permits before construction commences; and

(b) performance of tasks necessary for restoration of wetlands within Property C and, if possible, Property D, including without limitation the removal of invasive species, the systematic planting of spartina, changes to the property's hydrology and/or topography to the extent necessary to ensure sustained recolonization;

(c) performance of tasks to improve and extend the nature walk along the portion of Property C and, if possible, Property D that abuts and is in close proximity to the Raritan River, and

(d) completion and submission to EPA of any additional plans, reports, or other deliverables identified above;

iv. Maintenance: performance of activities necessary to avoid new growth of invasive plant species and otherwise maintain Property C and, if possible, Property D wetlands in a restored condition.

v. The WRP shall require the Satisfactory Completion of the WRP construction within three (3) years after approval of the WRP by EPA. The WRP shall identify any contingencies or obstacles that may delay completion of the WRP. Owner Settling Defendants or their agent CLF shall notify EPA of the progress in implementation of the WRP and shall update the status of any known and newly encountered obstacles to timely, satisfactory completion in the quarterly reports pursuant to Paragraph 14, below.

f. Owner Settling Defendants or their agent CLF shall submit the proposed WRP and any modifications thereof to the EPA for its review.

g. EPA will review the proposed WRP, and any modification thereof, submitted by Owner Settling Defendants or their agent CLF and notify Owner Settling Defendants or their agent CLF in writing whether it: (1) approves the WRP or modification without (further) modifications; (2) approves the WRP or modification with (further) modifications; or (3) disapproves the WRP or modification altogether.

h. If EPA approves the WRP, or any modification thereof, with (further) modifications, EPA may make such modifications itself and notify Owner Settling Defendants or their agent CLF thereof, or EPA may direct Owner Settling Defendants or their agent CLF to submit proposed modifications in accordance with EPA instructions, which Owner Settling

Defendants or their agent CLF shall do within thirty (30) days after receipt thereof. Any such modification of the WRP shall be implemented only after the prior written approval of EPA.

i. If EPA disapproves a proposed WRP or proposed modification thereof, submitted by Owner Settling Defendants or their agent CLF, EPA may draft a new WRP or modification and provide a copy thereof to Owner Settling Defendants or their agent CLF, or EPA may direct Owner Settling Defendants or their agent CLF to submit a new proposed WRP or modification in accordance with EPA instructions which Owner Settling Defendants or their agent CLF shall do within thirty (30) days of receipt thereof. Any such new WRP or modification shall be implemented only after the prior written approval of EPA.

j. Within 20 days after the exchange of documents to which reference is made in this Paragraph 12, between EPA and Owner Settling Defendants or their agent CLF, Owner Settling Defendants or their agent CLF shall provide copies thereof to the WMI Group.

k. Owner Settling Defendants or their agent CLF shall implement the WRP, including any EPA-approved modification thereof, in accordance with the schedule set forth therein, subject to Section XI (Force Majeure) of the body of the Consent Decree.

l. Owner Settling Defendants or their agent CLF shall ensure that at least seventy-five (75) percent of all funds raised by or on behalf of Owner Settling Defendants or their agent CLF to implement the WRP, over and above the amount allocated to wetland maintenance as provided in Paragraph 11(i) of Section II herein, shall be spent on preparation and implementation of the WRP.

m. Relief from WRP Obligations

i. On August 6, 2004, Owner Settling Defendants, through CLF, submitted an application to the ACOE to sponsor a Recognizance Investigation, of the Environmental Degradation along the Raritan River Basin, adjacent to the Kin-Buc Landfill, in Edison, New Jersey ("RI Application"), pursuant to the Continuing Authorities Program ("CAP"), authorized by Section 206 of the Water Resources Development Act of 1996, as amended, 33 U.S.C. § 2330. As of the date of execution of the Consent Decree, the RI Application was pending.

ii. Nothing in the Consent Decree, including this WLP SOW, shall be construed as obligating the ACOE to participate in any way in the WLP. The involvement of the ACOE, as set forth in this WLP SOW, is subject to the discretion of the ACOE.

iii. In the event that the ACOE grants the RI Application, Owner Settling Defendants or their agent CLF shall be relieved of their obligations to prepare, submit and implement a WRP pursuant to this WLP SOW; provided, however, that if Owner Settling Defendants or their agent CLF halt or abandon their participation in the ACOE's CAP program, or otherwise fail to comply with the requirements of CAP, then Owner Settling Defendants or their agent CLF shall not be relieved of such WRP obligations.

13. Task 4: Final Conveyance

a. Within thirty (30) days after the Satisfactory Completion of the tasks set forth in the WRP, and any EPA-approved modification thereof, Owner Settling Defendants or their agent CLF shall notify EPA of the name, address and phone number of the principal offices of, and the name and qualifications of the chief executive officer of a Conservation Organization

("Final Titleholder"), different from the Interim Titleholder and Easement Holder, that is qualified and willing to:

- i. acquire title to Property A and any portions of Property D that Owner Settling Defendants or its agent CLF may have acquired;
- ii. manage such property in perpetuity, in accordance with the restrictions set forth in the Conservation Easements; and
- iii. assume the Interim Titleholder's obligations under the CLF Contract, or any EPA-approved modification thereof or successor thereto; provided that Owner Settling Defendants shall remain a party to the CLF Contract after such assignment, and provided that the CLF Contract shall be assigned without modification unless otherwise approved by EPA.

b. After receiving notification of the proposed Final Titleholder, EPA will issue to Owner Settling Defendants or their agent CLF a written notice of approval or disapproval of such proposed Final Titleholder. If EPA disapproves of the proposed Final Titleholder, Owner Settling Defendants or their agent CLF shall, within sixty (60) days after the date of such disapproval notice, notify EPA of one or more alternative Final Titleholders.

c. Within sixty (60) days after the date of EPA's notice of approval of a Final Titleholder, Owner Settling Defendants and the Interim Titleholder shall complete the Final Conveyance.

d. Within 20 days after the exchange of documents to which reference is made in this Paragraph 13 between EPA and CLF, CLF shall provide copies thereof to the WMI Group.

e. The Interim Title Holder or its EPA approved substitute may nevertheless retain title so long as it continues to adhere to all of the provisions of the Consent Decree, this SOW, and the CLF Contract including all such provisions as they relate to the "Final Titleholder".

### III. Reporting and Certification Requirements

14. Quarterly Status Reports. Beginning on the first day of the first quarter after entry of the Consent Decree, and continuing every quarter thereafter up to and including the final date of certification of compliance with the requirements of the Consent Decree, Owner Settling Defendants or their agent CLF shall submit to EPA and the WMI Group quarterly reports on the status of the performance of the WLP ("Status Reports"). Each Status Report shall at a minimum contain:

a. a description of the specific actions taken by or on behalf of Owner Settling Defendants, or their agents, the Easement Holder, the Interim Titleholder, and the Final Titleholder (including CLF, its substitutes, successors, agents and assigns), relating to completion of actions required under the WLP provisions of the Consent Decree, including this WLP SOW, accomplished since the previous report, and the dates (including year, month and day) on which such actions were taken;

b. a description of any impediments encountered in meeting the requirements of the Consent Decree, including scheduling requirements, and the steps taken to overcome such impediments; and

c. the identification of the specific actions remaining to be performed in order to comply with all terms of this WLP SOW and the Consent Decree, including citations to

the numbers and/or letters of Paragraphs requiring such actions, an assessment of the Owner Settling Defendants', and their agents', ability to perform those remaining actions, and the anticipated date on which performance of each such action is expected to be completed.

15. Financial Statements. Owner Settling Defendants or their agent CLF shall submit to EPA and the WMI Group annual audited financial statements, including an independent auditor's certification as to the use of funds placed in the WLP Restricted Account, and any supporting documentation that EPA may request. The Auditor shall also verify that at least seventy-five percent (75%) of all funds raised to implement the WLP, over and above the amount allocated to wetland maintenance as provided in Paragraph 11(i) of Section II herein, has been spent on the preparation and implementation of the WRP.

16. Certifications of Completion

a. In addition to the Status Reports, Owner Settling Defendants or their agent CLF shall submit to EPA written certifications that each and every action that Owner Settling Defendants or their agent CLF will have been required to complete during the preceding quarter, pursuant to the Consent Decree, was in fact completed. Each such certification shall contain at least: (i) a written description of the completed action; (ii) the number and/or letter of the Paragraph requiring the completed action; and (iii) the date (including year, month and day) of the action's completion.

b. All reports, certifications and other submissions required pursuant to this WLP SOW shall be signed by a responsible official of Owner Settling Defendants or their agent CLF and shall contain the following certification:

"I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that this document and its attachments were prepared either by me personally or under my direction or supervision in a manner designed to ensure that qualified and knowledgeable personnel properly gathered and presented the information contained therein. I further certify, based on my personal knowledge or on my inquiry of those individuals immediately responsible for obtaining the information, that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing and willful submission of a materially false statement."

17. Nothing in this Section III. amends or changes in any way the certification and reporting requirements of Section IX of the body of the Consent Decree.

#### IV. GENERAL PROVISIONS

18. At least twenty-one (21) days prior to the granting of a conservation easement on, or conveyance of title to, any lots in Property D by Owner Settling Defendants or their agent CLF, Owner Settling Defendants or their agent CLF shall provide notice thereof to EPA and the WMI Group, which notice shall include a description of the conservation easement or conveyance, the identity of the grantee or purchaser, the terms of the easement or conveyance, any consideration to be paid, and a copy of the deed of conservation easement or deed conveying title to the property. Owner Settling Defendants or their agent CLF shall notify EPA and the WMI Group of the granting of such conservation easement or conveyance of such title within ten (10) days after the date of closing and shall include with such notification a copy of the closing binder, including final executed documentation and a work sheet setting forth costs incurred and any consideration paid (or to be paid) therefor.

19. No Settling Defendant shall act as the broker, dealer or agent for the grant of any conservation easement or conveyance of any property pursuant to the Consent Decree, including this WLP SOW.

20. The deadlines in this WLP SOW shall not be extended except with the prior written approval of EPA.

21. Owner Settling Defendants certify that they have not claimed and will not claim a federal, state or city income tax deduction for the granting of a conservation easement on or conveyance of title to Property A, or any related expenses, made under Section VII or Section VIII of the body of the Consent Decree or this WLP SOW.

22. Owner Settling Defendants or their agent CLF shall be responsible for obtaining all permits, licenses, approvals and variances, and meeting any other federal, state or local government requirements, necessary for the timely performance of the WLP, including without limitation any approval of the conveyance of title to all or a portion of the WLP Property that may be required pursuant to the New Jersey Industrial Site Recovery Act of 1993, N.J.S.A. 13:1K-6 et seq., and its implementing regulations, or any other federal, state or local statute, regulation or law.

23. As set forth in Paragraph 21 of the body of the Consent Decree, all Parties acknowledge that: (1) UAO Respondents (as defined in Paragraph 3(ee) of the body of the Consent Decree) continue to have obligations to perform remedial activities at the Site pursuant to the requirements of the UAOs, including, among other things, the operation and maintenance of the landfill cap, the treatment plant, gas flares, above-ground piping and slurry wall (the "UAO Installations"); and (2) the WMI Group has obligations to perform the NRD Project

pursuant to the State Consent Decree. Therefore, all Parties agree not to obstruct, impede or interfere with the performance of the remedy at the Site or the UAO Installations, as required by the UAOs or any modification thereof, with implementation of the NRD Project or any modification thereof at the Site, performance of the WLP or any modification thereof, pursuant to this Consent Decree, or implementation of any other governmental order or directive issued with respect to the Site, as provided in Paragraph 21 of the body of the Consent Decree.

24. CLF shall submit copies of each and every communication it sends to or receives from the EPA, the ACOE and the WMI Group pursuant to the Consent Decree, this WLP SOW and/or the CLF Contract, to the Owner Settling Defendants.

25. In the event of a breach of the CLF Contract, Owner Settling Defendants shall enforce the CLF Contract. Within ten (10) days after discovering a breach of the CLF Contract, Owner Settling Defendants shall notify EPA and WMI in writing of such breach and timely implement the measures required in the event of a breach by the CLF Contract. Commencing thirty (30) days after the deadline for the notice of breach required by this Paragraph, above, and continuing until the breach of the CLF Contract has been resolved, either through sixty (60) days of continuous compliance by Owner Settling Defendants or their agent CLF or through the selection of an EPA-approved substitute for CLF pursuant to Paragraph 26, below, Owner Settling Defendants shall submit to EPA and WMI monthly reports describing the status of their enforcement efforts, including the enforcement measures they have taken in the prior month, and those they plan to take in the subsequent month, in order to enforce the CLF Contract. If the breach of the CLF Contract is causing a delay in the performance of this WLP SOW and Owner Settling Defendants remain in compliance with this Paragraph 25 and, Paragraph 26 below, and

if Owner Settling Defendants satisfy the criteria set forth in Paragraph 38(g) and/or Section XI of the body of the Consent Decree ("Force Majeure"), stipulated penalties as provided in Section X of the body of the Consent Decree, ("Failure to Comply with Requirements of Consent Decree"), will not accrue for the delay caused by said breach.

26. If Owner Settling Defendants have complied fully with the terms of Paragraph 25, above, but through no fault of their own CLF fails to comply with or to cure a material breach of the CLF Contract, or if the Interim Titleholder, Easement Holder or Final Titleholder loses its status as an EPA-approved Conservation Organization or otherwise fails to satisfactorily complete its obligations or responsibilities under the Conservation Easements, the CLF Contract, or any other contract or agreement to implement all or a portion of the actions required under the Consent Decree, then Owner Settling Defendants shall take the following steps to obtain a substitute therefor: (a) contact and discuss such substitution with authorized representatives of any and all qualified organizations it can locate and of any organizations identified for that purpose by EPA, and (b) attempt to convince such qualified organizations to act as such a substitute. The substitution of any such organization is subject to the prior written consent of EPA, copies of which shall be sent to Owner Settling Defendants and to the WMI Group. Any such substitute for CLF must agree to be bound by the terms of the CLF Contract and any modifications thereto. If and when EPA has issued a written notice of approval of a substitute for Owner Settling Defendants or its agent CLF, Owner Settling Defendants shall be relieved of any further obligation to enforce the CLF Contract against its agent CLF, pursuant to Paragraph 25, above. If the breach of the CLF Contract is causing a delay in the performance of this WLP SOW and Owner Settling Defendants remain in compliance with this Paragraph 26 and

Paragraph 27, and if Owner Settling Defendants satisfy the criteria set forth in Paragraph 38(g) and/or Section XI ("Force Majeure") of the body of the Consent Decree stipulated penalties as provided in Section X of the body of the Consent Decree ("Failure to Comply with Requirements of Consent Decree") will not accrue for the delay caused by said breach.

27. If at the end of ninety (90) days, Owner Settling Defendants have not obtained a substitute for CLF which is acceptable to the EPA, then the Owner Settling Defendants shall submit a report to the EPA which will set forth in detail their efforts to obtain a substitute for CLF. The ninety (90) day period shall run from the date that CLF breached the contract as set forth in Paragraph 25 above. In response to this report, the EPA will choose one of two options as follows:

a. The EPA after review of the report will acknowledge that the Owner Settling Defendants have expended their best efforts to obtain a substitute and although unsuccessful, are relieved of the obligation to find a substitute.

b. The EPA after review of the report will determine that the Owner Settling Defendants have not utilized their best efforts to find a substitute and will provide directions to the Owner Settling Defendants as to the steps they must take to complete their attempts to find such a substitute.

28. The determination that the Owner Settling Defendants have exercised or not exercised their best efforts in finding a substitute for CLF shall be made by the EPA with the understanding that it may not unreasonably withhold its determination that a best efforts standard has been reached. If the EPA determines in accordance with this Paragraph that the Owner Settling Defendants have not met that standard and the Owner Settling Defendants at that point

halt or abandon work on the project, then the Owner Settling Defendants will be subject to the stipulated penalty of \$100,000 as set forth in Section X of the Consent Decree.